| (| SOLICITA | TION | , OFFE | R AND A | WARD | | | ntract Is A Rate PAS (15 CFR 7 | | | Rating | | Page | 1 of 31 |
|---|---|----------|---------------|---------------|------------------------------|-------------|---------------|-----------------------------------|--------------|------------|-----------|---------------|-----------|------------------|
| 2. Contract No. 3. Solicitation No. W52P1J-04-R-0179 | | | | | Solicitation | | te Issued | | 6. Requisi | tion/Pu | | | | |
| 7. Issue | d By | | | (| Code WE | 52P1J | 8. Address | Offer To (If Ot | her Than I | tem 7) | | | | |
| HQ AF | | | | | , n | JZF 10 | | ` | | , | | | | |
| | -CAA-R ISLAND, IL | 61200- | 6000 | | | | | | | | | | | |
| ROCK . | ISLAND, IL | 01233- | 0000 | | | | | | | | | | | |
| BLDG : | 350 & 390 | | | | | | | | | | | | | |
| SOLIC | ITATION | | NOTE: 1 | In sealed bi | d solicitation | ns 'offer | ' and 'offe | ror' mean 'bid' | and 'bidde | r'. | | | | |
| | ed offers in o | | | | | | | olies or services i | n the Sche | dule will | be recei | ved at the | | |
| place spe | ecified in iten | | | | | | · | | | | | | | until |
| Caution | | r) local | | ons and W | | | tion I. Pro | ovision No. 52.21 | 4-7 or 52.2 | 215-1 All | l offers | are subject | to all te | erms and |
| | ns contained | | | | itiitii a wais. | See See | tion L, I I | 7 VISION 140. 32.21 | .4-7 01 32,2 | 115-1. All | OHCIS | are subject | to an to | Tills and |
| 10. For | Information | | Name SH | HELLY ROBA | CKER | | | | Tele | phone No | . (Inclu | de Area Co | ode) (NO | O Collect Calls) |
| Cal | l: | | E-mail a | ddress: ROI | BACKERM@OS | | | | (30 | 9)782-52 | 237 | | | |
| (T) | | 1 | | | | | 1. Table O | _ | 1 | | | | - | |
| (X) | Section | | | escription | | Page | (s) (X) | Section | D | | scriptio | | | Page(s) |
| X | A | | rt I - The S | ract Form | | 1 | Х | ī | Contract | Clauses | tract CI | auses | 1 | 10 |
| X | B | | | ices and Pri | ros/Costs | 3 | A | Part III - Li | | | vhihite | And Other | Attach | |
| X | C | | | s./Work St | | 4 | Х | J | List of At | | | And Other | Attacii | 15 |
| | D | _ | ging and M | | | | | Pa | | | | d Instructi | ons | |
| X | E | Inspec | tion and A | cceptance | | 5 | х | K | Represen | tations, C | Certifica | tions, and | | 16 |
| X | F | Delive | ries or Per | formance | | 6 | | | Other Sta | tements | of Offer | ors | | |
| 77 | G | | | istration Da | | - | X | L | | | | es to Offero | ors | 21 |
| X | Н | Specia | l Contract | Requireme | | 7 | Х | M | Evaluatio | n Factor | s for Av | vard | | 28 |
| | | | | | OFF | ER (Mus | st be fully o | completed by off | eror) | | | | | |
| NOTE: | Item 12 does | not app | oly if the so | olicitation i | ncludes the | provisio | ns at 52.21 | 4-16, Minimum | Bid Accept | ance Peri | iod. | | | |
| 12. In co | mpliance wit | h the ab | ove, the u | ndersigned | agrees, if th | nis offer i | is accepted | within ca | lendar dav | s (60 cale | ndar da | av s unless a | a differe | ent period is |
| inserted | | r) from | the date fo | or receipt o | f offers spec | cified ab | ove, to fur | nish any or all it | | | | | | |
| | ount For Pro | | | | | | | | | | | | | |
| | tion I, Clause | | | | | 1 | | | | 1 | | | | |
| | owledgment | | | | | | Amend | ment Number | Date | : | Amend | ment Num | ber | Date |
| - | of amendmen nts numbered | | | on for offer | ors and reia | itea | | | | | | | | |
| | ntractor/Off | | | Code | F | acility | | 16. Name a | nd Title of | Person A | Authoriz | ed to Sign | Offer (| Type or Print) |
| 10111 00 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 0101/20 | | | | delle | | | 11010 01 | 2 025012 | | | 01101 (| JPC 01 11110) |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 15D // | | 1 0 | | 150 0 | Lien | | | 15 0 | | | | 1 44 | 0.00 | D (|
| | lephone Nun ea Code) | iber (1n | ciuae | | eck if Remitt ferent Fron | | | 17. Signatu | re | | | 18 | 8. Offer | Date |
| Ai | ea Coue) | | | _ | nish Such A | | | | | | | | | |
| | | | | T to | | | | . 11 . 6 | | | | | | |
| 10.1 | . 14 55 7 | | | | 1 | ` | | eted by Governn | | | | | | |
| 19. Acc | epted As To l | tems N | ımbered | | 20. Amou | ınt | 21. A | counting And A | ppropriati | on | | | | |
| 22. Aufl | hority For Us | ing Oth | er Than F | full And Or | en Competi | tion: | 23. St | bmit Invoices T | o Address ! | Shown In | | Ite | m | |
| | J.S.C. 2304(c) | _ | Γ | ☐ 41 U.S.C | _ |) | | 4 copies unless o | | | ì | | | |
| | | | | | | | | • | | | ' | | | 7-3- |
| 24. Adn | ninistered By | (If othe | r than Ite | m 7) | Code | | 25. Fa | yment Will Be I | viade by | | | | • | Code |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| SCD | PAS | | D# /789 | ADI | PT | | 6= | | | | | 1 | | D (|
| 26. Nan | ne of Contrac | ting Of | ncer (Type | e or Print) | | | 27. U | nited States Of A | merica | | | 28. | Award | Date |
| | | | | | | | | | | | | | | |
| | | | | | | | | (Signature o | f Contracti | ng Office | er) | _ | | |

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

| | Regulatory Cite | Title | Date |
|----------|----------------------|----------------------------|----------|
| A-1 | 52.215-4501 LOCAL | ARSENALS AS SUBCONTRACTORS | JUN/2000 |
| A-2 | AMC | AMC-LEVEL PROTEST PROGRAM | DEC/2000 |
| | | (End of clause) | |
| (AM7010) | | | |
| A-3 | 52.252-4500 LOCAL | FULL TEXT CLAUSES | SEP/1997 |

- 1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
- 2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
- 3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
- 4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

Reference No. of Document Being Continued PIIN/SIIN $\mbox{W52P1J-04-R-0179}$ MOD/AMD

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| | | | | | |
| 0005 | FY05 FUNDED BASE YEAR - AMMO DEMIL | | | | \$ |
| | | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | | | | | |
| 0006 | FY06 OPTION YEAR AMMO DEMIL | | | | \$ |
| | | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | | | | | |
| 0007 | EVOZ ODETON VEND AMMO DEMIT | | | | 6 |
| 3007 | FY07 OPTION YEAR AMMO DEMIL | | | | \$ |
| | SECURITY CLASS: Unclassified | | | | |
| | | | | | |
| | | | | | |
| 8000 | FY08 OPTION YEAR AMMO DEMIL | | | | \$ |
| | SECURITY CLASS: Unclassified | | | | |
| | | | | | |
| | | | | | |
| 0009 | FY09 OPTION YEAR AMMO DEMIL | | | | \$ |
| | SECURITY CLASS: Unclassified | | | | |
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Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

Regulatory Cite Title Date

52.225-4502 STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION FEB/1992
LOCAL

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

C-1

SEE ATTACHMENT 001 FOR SCOPE OF WORK

*** END OF NARRATIVE C 001 ***

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

Refer to clause HA6025 DFAR clause 246.671 LOCAL MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

*** END OF NARRATIVE E 001 ***

| CONTINUATION SHEET | Reference No. of Document Be | Page 6 of 31 | | |
|--------------------------------|------------------------------|--------------|--|--|
| CONTINUATION SHEET | PIIN/SIIN W52P1J-04-R-0179 | MOD/AMD | | |
| Name of Offeren on Contractors | | | | |

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

The following Federal Acquisition Regulation (FAR), DOD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|--------------------------|----------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------------|-----------------------|----------|
| H-1 | 252.223-7001 DFARS | HAZARD WARNING LABELS | DEC/1991 |

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

(HA8704)

H-2 246.671 LOCAL MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Demil Team

Commander
U.S. Army Joint Munitions Command
ATTN: SFSJM_CTD
Rock Island, IL 61299-6000

(End of clause)

(HA6025)

H-3 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996

| TITATE | | SHEET |
|--------|---------------------|---------------|
| | | ~ HHHI |
| 11110 | $\Delta II \cup II$ | |

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

| <u>ACTIVITY</u> | | ADDRESS | NO. OF COPIES | |
|-----------------|-----------------------|---|---|----------|
| Purchasing Offi | ce (PCO) | See Award Document | 1 | |
| Administration | Office (ACO) | See Award Document | 3 | |
| Production Mana | ger | Commander U.S. Army Joint Munitic Command ATTN: SFSJM-CTD Rock Island, IL 61299-6 | | |
| Project Manager | | Product Manager - Demil ATTN: SFAE-AMO-JS-D Building 171 Picatinny Arsenal, NJ 0 | | |
| | | (End of o | clause) | |
| (HS6026) | | | | |
| H-4 *** | 28.306(B) | REQUIRED INSURANCE | Clause) | AUG/1995 |
| (HF7020) | | | | |
| H-5 *** | 252.223-7006 DFARS | PROHIBITION ON STORAGE AND (APR 1993) - ALTERNATE I (End of c | DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS | NOV/1995 |
| (HA7200) | | | | |
| H-6 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES | BY SEA | MAY/2002 |

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY

TOTAL

| CONTINUATION SHEET | | Reference No. of Document Being | Page 9 of 31 | | |
|--------------------|---|---------------------------------|---|-------------------------|-------------------------------|
| | | PIIN/SIIN W52P1J-04-R-0179 | MOD/AMD | | |
| Name of Of | feror or Contractor: | | | | |
| HA7502) | | | | | |
| H-7 | 252.247-7024 I | NOTIFICAT | ION OF TRANSPORTATION OF SUPPLIES BY SEA | | NOV/1995 |
| | | | (End of clause) | | |
| HA7503) | | | | | |
| н-8 | 5101.602-2 | AVAILABIL | ITY OF FUNDS | | OCT/2001 |
| | t presently available t for contract purpose | | acquisition. No contract award will be $\boldsymbol{\pi}$ made. | nade until appropriated | l funds are made available fr |
| | | | (End of clause) | | |
| HD7006) | | | | | |
| н-9 | 52.247-4545 OSC | PLACE OF | CONTRACT SHIPPING POINT, RAIL INFORMATION | 1 | MAY/1993 |
| The bidder/o | | the 'Ship | ped From' address, if different from 'Pla | ace of Performance' ind | licated elsewhere in this |
| Sh | ipped From: | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| For contract | s involving F.O.B. Or | igin ship | ments furnish the following rail informat | cion: | |
| Do | es Shipping Point have | e a priva | te railroad siding//// YES NC |) | |
| If | YES, give name of ra | il carrie | r serving it: | | |
| If | NO, give name and add | dress of | nearest rail freight station and carrier | serving it: | |
| Ra | il Freight Station Na | me and Ad | dress: | | |
| Se | rving Carrier: | | | | |
| | | | (End of Clause) | | |

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

| | Regulatory Cite | Title | Date |
|------|-----------------------|--|----------|
| I-1 | 52.202-1 | DEFINITIONS | DEC/2001 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/2003 |
| I-9 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-11 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-12 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-13 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | JUN/1999 |
| I-14 | 52.215-8 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-15 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-16 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JUN/2002 |
| I-17 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-18 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-19 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-20 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-21 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-22 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-23 | 52.232-1 | PAYMENTS | APR/1984 |
| I-24 | 52.232-3 | PAYMENTS UNDER PERSONAL SERVICES CONTRACTS | APR/1984 |
| I-25 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-26 | 52.232-11 | EXTRAS | APR/1984 |
| I-27 | 52.232-16 | PROGRESS PAYMENTS | APR/2003 |
| I-28 | 52.232-17 | INTEREST | JUN/1996 |
| I-29 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| I-30 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-31 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-32 | 52.233-1 | DISPUTES | JUL/2002 |
| I-33 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-34 | 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV/1991 |
| I-35 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-36 | 52.243-7 | NOTIFICATION OF CHANGES | APR/1984 |
| I-37 | 52.247-63 | PREFERENCE FOR U.S FLAG AIR CARRIERS | JUN/2003 |
| I-38 | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) | APR/1984 |
| I-39 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-40 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-41 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES | MAR/1999 |
| I-42 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-43 | 252.204-7004 DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV/2003 |
| I-44 | 252.205-7000 DFARS | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-45 | 252.209-7000 DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-46 | 252.223-7002 DFARS | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES | MAY/1994 |
| I-47 | 252.223-7003 | CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES | DEC/1991 |

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Name of Offeror or Contractor:

| | Regulatory Cite DFARS | Title | Date |
|------|--------------------------------|--|----------|
| I-48 | 252.223-7004 DFARS | DRUG-FREE WORK FORCE | SEP/1988 |
| I-49 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2003 |
| I-50 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-51 | DFARS 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-52 | DFARS 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-53 | 52.219-26 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-INCENTIVE CONTRACTING | OCT/2000 |

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized, NAICS Industry Subsectors, it will receive -1- percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

* * *

(End of clause)

(IF8329)

I-54 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

MAR/2000

- (a) The Government may extend the term of this contract by written notice to the Contractor. The Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years

(End of Clause)

(IF6066)

I-55 52.222-49

SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN

MAY/1989

a. This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

N/A

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing to the offeror.

b. Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

Reference No. of Document Being Continued

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MOD/AMD

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Name of Offeror or Contractor:

(IF6500)

I-56 52.243-7 NOTIFICATION OF CHANGES

APR/1984

- (a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.
 "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-
 - (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
 - (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs

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Name of Offeror or Contractor:

or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-57 252.223-7007

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

SEP/1999

DFARS

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE

NATIONAL STOCK NUMBER

SENSITIVITY/CATEGORY

This listing will be provided as part of the final RFP.

(End of clause)

(IA6200)

I-58 52.245-2

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) - ALTERNATE I

APR/1984

(DEVIATION)

(g)(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement in accordanace with FAR part 45.

(End of clause)

(IF7109)

I-59 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-60 252.243-7002

REQUESTS FOR EQUITABLE ADJUSTMENT

MAR/1998

DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are

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(FEB 1993)

Name of Offeror or Contractor:

| | accurate a | nd complete to the best of my knowledge and b | elief. |
|-------------|---------------------|---|--------|
| | | | _ |
| | | (Official's Name) | |
| | | | |
| | | (Title) | _ |
| *** | | (End of clause) | |
| (IA7035) | | | |
| I-61 | 52.201-4500 OSC | AUTHORITY OF GOVERNMENT REPRESENTATIVE | FEB/1 |
| AUTHORITY C | F GOVERNMENT REPRES | ENTATIVE | |

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

52.201-4500 OSC

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| List of | | | Number | |
|----------------|------------------------------------|-----------|----------|----------------|
| Addenda | Title | Date | of Pages | Transmitted By |
| Attachment 001 | SCOPE OF WORK | 13-MAY-04 | 015 | |
| Attachment 002 | ASSET LISTING FOR BASE AND OPTIONS | 13-MAY-04 | 001 | |

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|--|----------|
| K-1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN | APR/1991 |
| | | FEDERAL TRANSACTIONS | |
| K-2 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST | MAR/1998 |
| | DFARS | COUNTRY | |
| | | | |
| K-3 | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION | APR/1985 |

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer;, or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ______ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF6065)

K-4 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

Reference No. of Document Being Continued CONTINUATION SHEET

PIIN/SIIN W52P1J-04-R-0179 MOD/AMD

Name of Offeror or Contractor:

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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(End of provision)

(KF6043)

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Name of Offeror or Contractor:

- (i) The Offeror and/or any of its Principals-
- (A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF6033)

K-6 52.214-16 MINIMUM BID ACCEPTANCE PERIOD

APR/1984

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
 - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 165 calendar days [the Contracting Officer shall insert the number of days].
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:_____ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-
 - (1) The acceptance period stated in paragraph (c) of this clause; or
 - (2) Any longer acceptance period stated in paragraph (d) of this clause.

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| Name of Offeror or Contracto | Name | of Offeror | or Cor | itractor |
|------------------------------|------|------------|--------|----------|
|------------------------------|------|------------|--------|----------|

(End of provision)

(KF6009)

K-752.215-6 PLACE OF PERFORMANCE OCT/1997

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- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE) NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

(KF6035)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF6019)

K-9 52 222-25

AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

-) has developed and has on file,
-) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF6020)

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Name of Offeror or Contractor:

DFARS

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
 - (b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA6500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(LA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|---|----------|
| L-1 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | OCT/2003 |
| L-2 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| L-3 | 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR/1991 |
| L-4 | 52.247-6 | FINANCIAL STATEMENT | APR/1984 |
| | | | |
| L-5 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Procuring Contracting Officer

Rock Island, IL 61299.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

OCT/1997

Offerors shall submit the following information as part of their proposal:

- (a) A description of your government/commercial contracts received or performed during the past FIVE years prior to closing of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.
 - (1) Name of contracting activity/commercial firm
 - (2) Contract number
 - (3) Contract type (fixed price or cost reimbursable)
 - (4) Total contract value
 - (5) Description of work/NSN, Part Number, Nomenclature
 - (6) Contracting officer/contract manager and telephone
 - (7) Administrative contracting officer, if different from (6), and telephone
 - (8) A brief summary of each contract cited, addressing the following factors:
 - 1. Schedule
 - 2. Customer Satisfaction
 - 3. Compliance

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Name of Offeror or Contractor:

4. Relevence to this solicitation

(b) The offeror may provide information on problems encountered on the contracts identified in (a).

(End of provision)

PIIN/SIIN W52P1J-04-R-0179

(LF6048)

L-7 52.211-4510 PARTNERING

AUG/2001

AMC

***The principal government representatives for this effort will be TEAM LEADER, Ammo Demil.

(End of Provision)

(LM6100)

L-8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

(LS7100)

L-9 52.212-4501 ELECTRONIC AWARD NOTICE

APR/2001

- 1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, http://eda.ogden.disa.mil/, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.
- 2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) FBO Synopsis/Award Search website http://www.fedbizopps.gov/or the Army Single Face to industry (ASFI)/Procurement Notifications website http://acquisition.army.mil to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- 3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

| VENDOR'S | ELECTRONIC | MAIL | (EMAIL) | ADDRESS: | | | |
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| | | | | | (End | of | provision |

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Name of Offeror or Contractor:

L-10 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS

MAR/2004

Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Davenport entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-11 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM

FEB/2003

LOCAL

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

Theses facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal Mr. William Peiffer, Attn: SOSRI-AP Rock Island, Illinois 61299-5000 (309) 782-5178/4479 peifferw@ria.army.mil

Watervliet Arsenal Mr. Ed McCarthy, Attn: AMSTA-WV-ODP Watervliet, New York 12189-4050 (518) 266-5052 emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-12 15.503 LOCAL DISCLOSURE OF UNIT PRICES

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contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

APPENDIX I - SECTION L

A single best value, competitive, 1-year base plus 4 option years, firm fixed price contract is contemplated for award. The option years will be evaluated options see appendix II Section L for minimum and maximum quantity ranges by year which will be included in this award. Proposals are requested on base and option years. The Government will review the proposed prices and perform the necessary comparison of contract costs as required by DFARS 217.170. The award will be made based on the overall best value to the Government. The solicitation will be full and open competition.

Award will be made to the offeror whose technical recent, relevant, past performance, price and small business utilization plan provides the best value to the Government. Recent is defined as occurring within the past five years prior to the solicitations initial closing date. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as having previously demilitarized like or similar items. Like or similar items are defined as items that have been demilitarized in same or similar quantities utilizing the same manufacturing processes, essential skills and unique techniques needed to Demilitarize ammunition stocks

The Government reserves the right to determine whether an item is the same or similar.

For the purpose of this acquisition, offeror is defined as prime contractor and major subcontractors:

Evaluation Factors: order of importance not yet established

(1) <u>Technical</u>

(a) Operations

(b) Health and Safety

(c) Environment

(d) Security

(2) Past Performance

Sub-factors to be determined

(3) Price

(4) Experience

Sub-factors to be determined

(5) <u>Small Business Utilization Plan</u>

Preparation Instructions:

- a. Information to be submitted: Oral presentations will be conducted for this solicitation. Offerors shall provide information for each Factor and Sub-Factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offerors as required below:
- b. General Instructions: The offerors Technical area of the proposals shall be presented orally in four separate parts as indicated below. All information pertaining to technical, past performance and small business utilization shall be confined to its appropriate

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area. The technical parts will be identified and presented as required by the requirements of the manufacturing plan criteria. The original slides shall be submitted in electronic format and five (5) copies shall be submitted with the offerors proposal. The Technical Plan will be presented in the following order:

Part I - Operations

Part II - Health and Safety

Part III - Environment

Part IV - Security

- c. Attendees: An offerors oral presentation must be made by one or more of the persons whom the Offeror will actually employ under the prospective contract to perform the functions such as program manager, facilities manager, key engineering personnel, etc. Key personnel that the Offeror will employ to perform those functions should attend the oral presentation. The Offeror is limited to six (6) attendees. No other officers, employees, consultants, agents, or other representatives of the Offeror may attend.
 - d. Guidance for the Preparation of Oral Presentations:

The Government does not desire elaborate charts/slides. Content and substance of the presentation is to be stressed. Each Offeror must use black and white slides to document the key points of its presentation. The Government will provide Microsoft Office for use during the presentation for the offerors use during the oral presentation. (If proposal is in different format please notify the contracting office at the time of submission of RFP) The Offeror may not use or submit any other media or documents, samples, prototypes, etc. The Offeror must submit the presentation in electronic format and 5 paper copies to the Government in a sealed package with its offer. Offerors shall provide five (5) additional copies of its briefing charts to the PCO at the time of the presentation. These copies and any slides must be identical to the presentation copy provided on the closing date of the solicitation. At the scheduled presentation time, the Contracting Officer will review the ground rules of the presentation with each Offeror. Immediately before the presentation, the contracting officer will give the slides previously submitted to the Offeror for its use during the presentation. Each Offeror will be required to use only this set of slides. No other material or revisions to the briefing charts will be permitted. The overhead slides must be legible and must conform to the following specifications:

Size: 8.5 inches by 11 inches Color: black and white

Color: black and whi

Company name or logo required on each chart

Sequentially numbered

Maximum of 8 bullets per slide

There is no limit to the number of slides that an Offeror may use during its presentation. However, when evaluating the offerors understanding of the RFP requirements the Government will consider only the information on the slides that were actually projected during the presentation.

Only the material presented will be evaluated. No additional written material provided on the date of the presentation will be accepted.

Oral Presentations shall not address price or fee.

The Oral presentations will be scheduled by the PCO, and will take place at Rock Island Arsenal (Actual Location To Be Determined). The PCO will notify each Offeror of the date and specific location. The order of presentations will be determined by a lottery system. The Government reserves the right to reschedule oral presentations at the sole discretion of the PCO. The presentations will be video recorded for reference and further Government review if needed. No other recording devices will be permitted. Copies of the video recording may be provided upon request either at debriefing or following contract award.

Offerors will be given a maximum of two (2) hours to finish all presentations. Offerors are cautioned that presentations will cease at the end of the two-hour total. The amount of time apportioned to each presentation is at the offeror's discretion, and there will be a fifteen (15) minute break after the first hour that will not count toward the two hour total. Upon completion of presentations there will be a 1 1/2 hour break. Following the break the government will have 1 hour to ask questions for clarification purposes. All questions will be asked orally by the PCO during the question and answer period only. There will be NO FREE FLOWING DIALOGUE between the offerors and evaluation team members during the oral presentation and the question and answer period.

THE ORAL PRESENTATION WILL NOT CONSTITUTE DISCUSSIONS AS DEFINED IN FAR 15.306. The Government will not advise an Offeror of its strengths, deficiencies, or weaknesses during the presentation. The information in the oral presentation will be used solely for evaluation purposes in selecting a contractor. During the question and answer period, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the Offeror on any point which was not adequately supported in the presentation. This dialogue between the Offeror and the Government will be for clarification only. At the conclusion of all

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presentations and review of the other proposal elements the Government will establish a competitive range. Offerors eliminated from the competitive range will be notified and will be afforded the opportunity to be debriefed at that time should they so request within 10 days after notification. Should discussions be required they will be conducted only through the PCO and with only those offerors still in the competitive range.

(1) Technical Capability

The presentation must describe the operations that will ensure that the demilitarization program will meet all requirements. The presentation should describe the processes that will allow for delivery at the required delivery rate and it must be realistic, achievable, and supportable. Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the technical area.

Additionally the presentation shall explain all measures taken to address health and safety issues relevant to the demilitarization enterprise, as well as address environmental compliance including R3 and security issues.

(2) Recent, Relevant Past Performance:

For the purpose of submitting proposals, recent is defined as occurring with the past three years prior to the solicitations initial closing date. Relevant is defined as having previously demilitarized like or similar items. Like or similar items are defined as items that have been demilitarized in the quantities required by this solicitation utilizing the same manufacturing processes, essential skills and unique techniques needed to demilitarize ammunition stocks. A like item shall also have performed under similar performance parameters and environmental conditions. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar.

Past Performance Sub-factors to be determined

- (3) Price: The offerors will submit prices for the first program year requirement and for the evaluated options for FY06 FY09. The offerors will submit a price/prices for the evaluated option in Section I of the solicitation. All prices will be quoted only in American dollars.

 For each of the 4 option years (FY06 FY09) there is a range of quantities for each family, which represents the range of demil funding forecasted for the respective years. The Government is seeking industry input as to quantity price ranges. The Government desires at least two quantity price ranges and not more than three for each option year. Suggestions as to where the quantity price ranges breaks should be are encouraged.
- (4) Experience
 - (4) Small Business Utilization:
- 1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:
 - a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and
 - b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).
- 2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.
- 3. Small Business Utilization
- (a) The offeror is to provide names, products/services and estimated dollar value and type of SB and HBCU/MIs who would participate in the proposed contract in the format below.
- SB TYPEESTIMATED \$ VALUEPRODUCT/SERVICECOMPANY NAMETOTAL SB \$
 - (b) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.
 - (c) Realism All offerors are to provide a detailed description of their methods used to promote and utilize

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small business, as prescribed by FAR 52.219--8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items:

- (i) A description and available documentation of the methods employed to promote small business utilization, and;
- (ii) A description of the internal methods used to monitor small business utilization.

(iii) Large business offerors shall document their performance, using information as prescribed by FAR 52.219-9 Small Business Subcontracting Plan., in contracts within three years prior to the initial solicitation closing date, for the same or similar items.

This documentation shall include their actual performance in utilizing SB and HBCU/MI contractors. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

A rating will be assigned to each offerors (small, large and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. The following adjectival ratings, as outlined in Section M, will be used to rate proposals: Excellent, Good, Adequate, or Marginal.

(5) Experience

Munitions Demil experience. Describe experience with the same or similar munitions including time frame, quantities, results, actual performance against schedule, etc.

Key personnel: by individual describe qualifications manage a munitions demil operation.

Organization: overall business unit structure integrating key personne

Limit 25 pages

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

| | Regulatory Cite | Title | Date |
|-----|-----------------|---------------------------------|----------|
| M-1 | 52.217-3 | EVALUATION EXCLUSIVE OF OPTIONS | APR/1984 |
| | | | |
| M-2 | 47.305-12 | TRANSPORTATION EVALUATION | JAN/1995 |

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

-1-

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

-2-

(d) Evaluation will include the quantities and sources of government furnished material listed below.

-3-

(End of Provision)

(MF6020)

APPENDIX II - SECTION M

Basis For Award:

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials). Award will be made to the offeror whose technology plan; recent, relevant, past performance; price; experience; and small business utilization plan provides the best value to the Government.

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Evaluation Factors/Process:

a. Technical:

Technology Plan: The Government, as a minimum, will consider the following information to determine if the offeror has the technical know how: Operations, Health and Safety, Environment, and Security. All required certifications and standards must be identified. Other (non-required) certifications, abilities, and capabilities, which would enhance the Technical plan of the

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offeror to complete ammunition Demilitarization may be addressed under a separate section of the oral or written report. This evaluation will become an integral part of the overall technology plan evaluation. Scoring will be based on the various areas described below:

- (1) Operations: The presentation will be evaluated based on evidence of capacity and capability. Equipment, resources, and facilities must guarantee demilitarization can be achieved in the necessary quantities and on time to meet the required delivery dates
 - (2) Health and Safety: The contractor must present information demonstrating compliance with Health and Safety regulations.
- (3) Environment: The offeror must demonstrate that its environmental plan meets the requirements of EPA for demilitarization of ammunition.
 - (4) Security: The offeror must demonstrate the ability to safeguard munitions as specified in the scope of work.
 - b. Past Performance:
 - (1) Quality: The offeror will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

Is there proof/objective evidence that the offerors quality program identifies adverse trends/deficiencies, and has adequate corrective actions to correct adverse trends/deficiencies?

Has the offeror had any other quality problems as identified in the PPIMS database.

Other sub factors to be determined

- c. Price:
- (1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.
- (2) The price will be an evaluation factor; however, it will not be numerically scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or cost that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.
- (3) After a determination of price reasonableness, an analysis will be performed comparing the lowest evaluated submission on the annual procurement supplies to the lowest evaluated submission on the base and 5 year evaluated option to determine which is the lowest cost in accordance with DFARS 217.170.
- (4) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M.
- (5) To be eligible for award offerors must submit prices for all families of munitions for all quantity ranges including all options.
 - d. Small Business Utilization Plan

Each offerors small business plan will be evaluated against the stated criteria, those offers which meet the criteria will then be eligible for further evaluation. Those offers not meeting the criteria will be rejected and no further evaluation will be done. This is a pass / fail criteria, no weight is assigned.

- (1) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
 - (a) Small Business (SB)
 - (b) Small Disadvantaged Business (SDB)
 - (c) Women-Owned Small Business (WOSB)

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- (d) Veteran-Owned Small Business (VOSB)
- (e) Service Disabled Veteran-Owned Small Business (SDVOSB)
- (f) Historically Underutilized Business Zone Small Business

(HUBZone)hereinafter all to be referred to as SB; and

(g) Historically Black Colleges and Universities/Minority Institutions

(HBCU/MI).

- (2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.
- (3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:
 - (a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.
- (b) Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MIs.
- (c) Realism The Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for the same or similar items to assess the realism of the proposed small business utilization. This evaluation will include an assessment of:
 - (i) The offerors performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns. SBs and HBCU/MIs are reminded to include their own performance on their contracts.
 - (ii) For large business offerors, their performance as prescribed by FAR 52.219-9, Small Business Subcontracting Plan. This includes evaluation of the offerors actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.
 - (iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

Rating Evaluation Criteria.

Technical Management

Technology Plan includes Operations, Health and Safety, Environment, and Security, each be rated as Unacceptable, Adequate, and Excellent based on the following:

Unacceptable/High Proposal Risk: Substantial doubt exists that the offeror has the technical know how for demilitarization. Substantial doubt exists that the offeror has the essential processes and procedures to ensure compliance with Health, Safety, Environment and Security requirements. Shortfalls in facilities or equipment are not documented and/or a plan to remedy such shortfalls is not acceptable (timely complete, or reasonable). It is unlikely that the offeror could meet required quantities of demilitarization. Substantial doubt exists that the offeror has essential skills, knowledge and trained labor in place to demilitarize the contract quantities.

Adequate/Moderate Proposal Risk: Some doubt exists that the offeror has the technical know how. The presentation may demonstrate the possibility of meeting Health, Safety and Security requirements, but some areas of the presentation are questionable. Some doubt exists that the offeror has the essential processes and procedures to ensure compliance with Health, Safety, Environmental and Security requirements. Shortfalls in facilities or equipment are documented and the plan to remedy such shortfalls is acceptable (timely, complete and reasonable). Some doubt exists that the offeror will be capable of demilitarization of required quantities. Some doubt exists that the offeror has essential skills, knowledge and trained labor to produce the contract quantities. The offeror demonstrates a clear understanding of the essential skills.

Excellent/Low Proposal Risk: Little or no doubt exists that the offeror has the technical know how to demilitarize ammunition. The plan presented is realistic, achievable and supportable. Little or no doubt exists that the offeror has the essential processes and procedures and will comply with Health, Safety, Environmental, and Security requirements for demilitarize ammunition. There are no

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shortfalls in demilitarization facilities or equipment. Little or no doubt exists that the offeror is capable of demilitarization of quantities required. Little or no doubt exists that the offeror has the essential skills, knowledge and trained labor to produce the contract quantities. Few or no discrepancies exist; the offeror has a quality system for demilitarization.

b. The factors of Past Performance Past Performance Sub factors TBD.

Evaluation Factor Weights:

RELATIVE FACTOR AND SUBFACTOR IMPORTANCE (WEIGHTS) WILL BE LISTED IN THE FINAL RFP.

*** END OF NARRATIVE M 001 ***

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| SECTION | А | _ | SUPPLEMENTAL | TNFORMATION |
|---------|---|---|--------------|-------------|

AUTO AS0100 52.215-4501 01-JUN-2000 ARSENALS AS SUBCONTRACTORS LOCAL

AUTO AM7010 AMC 01-DEC-2000 AMC-LEVEL PROTEST PROGRAM

AUTO AS7001 52.252-4500 01-SEP-1997 FULL TEXT CLAUSES

LOCAL

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CS7103 01-FEB-1992 STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION ADDED 52.225-4502

LOCAL

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0040 52.242-15 01-AUG-1989 STOP-WORK ORDER

ADDED FF0043 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK

SECTION H - SPECIAL CONTRACT REQUIREMENTS

01-DEC-1991 HAZARD WARNING LABELS ADDED/FIL HA8704 252.223-7001

CHANGED HS6025 246.671 LOCAL 01-JAN-1995 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Demil Team

Commander

U.S. Army Joint Munitions Command

ATTN: SFSJM_CTD

Rock Island, IL 61299-6000

(End of clause)

(HA6025)

CHANGED HS6026 242-1107(B) 01-JUN-1996 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS LOCAL REPORTS

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

1

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

ACTIVITY <u>ADDRESS</u> NO. OF COPIES

Purchasing Office (PCO) See Award Document

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| Administratio | on Office (ACC |)) See Awar | d Document | 3 |
|-----------------|----------------|-----------------------|---------------|---|
| Production Ma | nager | Comman | rmy Joint Mun | |
| Project Manager | | ATTN: Buildi | | NJ 07806-5000 |
| (HS6026) | | | (End | of clause) |
| | | | | |
| ADDED | HF7020 | 28.306(B) | 01-AUG-1995 | REQUIRED INSURANCE |
| ADDED | HA7200 | 252.223-7006 DFARS | 01-NOV-1995 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) - ALTERNATE I |
| AUTO | HA7502 | 252.247-7023 DFARS | 01-MAY-2002 | TRANSPORTATION OF SUPPLIES BY SEA |
| AUTO | на7503 | 252.247-7024 DFARS | 01-NOV-1995 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA |
| ADDED | HD7006 | 5101.602-2 AFARS | 01-OCT-2001 | AVAILABILITY OF FUNDS |
| AUTO | нs7600 | 52.247-4545 OSC | 01-MAY-1993 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION |
| SECTION I - | - CONTRACT CLA | AUSES | | |
| AUTO | IF0001 | 52.202-1 | 01-DEC-2001 | DEFINITIONS |
| AUTO | IF0003 | 52.203-3 | 01-APR-1984 | GRATUITIES |
| AUTO | IF0006 | 52.203-5 | 01-APR-1984 | COVENANT AGAINST CONTINGENT FEES |
| AUTO | IF0028 | 52.203-6 | 01-JUL-1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| AUTO | IF0352 | 52.203-7 | 01-JUL-1995 | ANTI-KICKBACK PROCEDURES |
| AUTO | IF0024 | 52.203-8 | 01-JAN-1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| AUTO | IF0114 | 52.203-10 | 01-JAN-1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| AUTO | IF0320 | 52.203-12 | 01-JUN-2003 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| AUTO | IF0740 | 52.204-4 | 01-AUG-2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER |
| AUTO | IF0162 | 52.204-7 | 01-OCT-2003 | CENTRAL CONTRACTOR REGISTRATION |
| AUTO | IF0343 | 52.209-6 | 01-JUL-1995 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH |

CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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| AUTO | IF0004 | 52.211-15 | 01-SEP-1990 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |
|-------|--------|--------------|-------------|---|
| AUTO | IF0016 | 52.215-2 | 01-JUN-1999 | AUDIT AND RECORDS - NEGOTIATION |
| AUTO | IF0015 | 52.215-8 | 01-OCT-1997 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT |
| AUTO | IF0334 | 52.219-8 | 01-OCT-2000 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| AUTO | IF0045 | 52.219-9 | 01-JUN-2002 | SMALL BUSINESS SUBCONTRACTING PLAN |
| AUTO | IF0057 | 52.222-26 | 01-APR-2002 | EQUAL OPPORTUNITY |
| AUTO | IF0061 | 52.222-35 | 01-DEC-2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| AUTO | IF0063 | 52.222-36 | 01-JUN-1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| AUTO | IF0330 | 52.222-37 | 01-DEC-2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| ADDED | IF0041 | 52.223-14 | 01-AUG-2003 | TOXIC CHEMICAL RELEASE REPORTING |
| AUTO | IF0049 | 52.229-3 | 01-APR-2003 | FEDERAL, STATE, AND LOCAL TAXES |
| AUTO | IF0086 | 52.232-1 | 01-APR-1984 | PAYMENTS |
| ADDED | IF0190 | 52.232-3 | 01-APR-1984 | PAYMENTS UNDER PERSONAL SERVICES CONTRACTS |
| AUTO | IF0327 | 52.232-8 | 01-FEB-2002 | DISCOUNTS FOR PROMPT PAYMENT |
| AUTO | IF0089 | 52.232-11 | 01-APR-1984 | EXTRAS |
| ADDED | IF0081 | 52.232-16 | 01-APR-2003 | PROGRESS PAYMENTS |
| AUTO | IF0062 | 52.232-17 | 01-JUN-1996 | INTEREST |
| ADDED | IF0093 | 52.232-18 | 01-APR-1984 | AVAILABILITY OF FUNDS |
| AUTO | IF0432 | 52.232-25 | 01-OCT-2003 | PROMPT PAYMENT |
| AUTO | IF0163 | 52.232-33 | 01-OCT-2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION |
| AUTO | IF0013 | 52.233-1 | 01-JUL-2002 | DISPUTES |
| AUTO | IF0030 | 52.233-3 | 01-AUG-1996 | PROTEST AFTER AWARD |
| ADDED | IF0025 | 52.236-7 | 01-NOV-1991 | PERMITS AND RESPONSIBILITIES |
| AUTO | IF0124 | 52.242-13 | 01-JUL-1995 | BANKRUPTCY |
| AUTO | IF0105 | 52.243-7 | 01-APR-1984 | NOTIFICATION OF CHANGES |
| AUTO | IF0039 | 52.247-63 | 01-JUN-2003 | PREFERENCE FOR U.S FLAG AIR CARRIERS |
| ADDED | IF0129 | 52.249-1 | 01-APR-1984 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) |
| AUTO | IF0132 | 52.249-8 | 01-APR-1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) |
| AUTO | IF0092 | 52.253-1 | 01-JAN-1991 | COMPUTER GENERATED FORMS |
| AUTO | IA0702 | 252.203-7001 | 01-MAR-1999 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES |

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| AUTO | IA0601 | 252.204-7003 DFARS | 01-APR-1992 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT |
|-----------|--------|-----------------------|-------------|--|
| AUTO | IA0506 | 252.204-7004 DFARS | 01-NOV-2003 | REQUIRED CENTRAL CONTRACTOR REGISTRATION |
| AUTO | IA0706 | 252.205-7000 DFARS | 01-DEC-1991 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS |
| AUTO | IA0707 | 252.209-7000 DFARS | 01-NOV-1995 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY |
| ADDED | IA0730 | 252.223-7002 DFARS | 01-MAY-1994 | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES |
| ADDED | IA0731 | 252.223-7003 DFARS | 01-DEC-1991 | CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES |
| ADDED | IA0655 | 252.223-7004 DFARS | 01-SEP-1988 | DRUG-FREE WORK FORCE |
| AUTO | IA0738 | 252.225-7012 DFARS | 01-FEB-2003 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES |
| AUTO | IA0515 | 252.231-7000 DFARS | 01-DEC-1991 | SUPPLEMENTAL COST PRINCIPLES |
| AUTO | IA0523 | 252.242-7000 DFARS | 01-DEC-1991 | POSTAWARD CONFERENCE |
| AUTO | IA0526 | 252.243-7001 DFARS | 01-DEC-1991 | PRICING OF CONTRACT MODIFICATIONS |
| ADDED/FIL | IF8329 | 52.219-26 | 01-OCT-2000 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-INCENTIVE CONTRACTING |
| CHANGED | IF6066 | 52.217-9 | 01-MAR-2000 | OPTION TO EXTEND THE TERM OF THE CONTRACT |

- (a) The Government may extend the term of this contract by written notice to the Contractor. The Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years

(End of Clause)

(IF6066)

CHANGED IF6500 52.222-49 01-MAY-1989 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN

a. This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

NI / Z

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing to the offeror.

b. Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant

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contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

(IF6500)

| AUTO/FIL | IF6250 | 52.243-7 | 01-APR-1984 | NOTIFICATION OF CHANGES |
|----------|--------|--------------|-------------|--|
| CHANGED | IA6200 | 252.223-7007 | 01-SEP-1999 | SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES |

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE NATIONAL STOCK NUMBER SENSITIVITY/CATEGORY

This listing will be provided as part of the final RFP.

(End of clause)

(IA6200)

CHANGED IF7109 52.245-2 01-APR-1984 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) - ALTERNATE I (DEVIATION)

(g)(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement in accordance with FAR part 45.

(End of clause)

(IF7109)

| AUTO | IF7016 | 52.252-6 | 01-APR-1984 | AUTHORIZED DEVIATIONS IN CLAUSES |
|-------------|--------------|-----------------------|----------------|---|
| AUTO | IA7035 | 252.243-7002 DFARS | 01-MAR-1998 | REQUESTS FOR EQUITABLE ADJUSTMENT |
| AUTO | IS7025 | 52.201-4500 OSC | 01-FEB-1993 | AUTHORITY OF GOVERNMENT REPRESENTATIVE |
| SECTION K - | REPRESENTATI | ONS, CERTIFICATION | ONS, AND OTHER | R STATEMENTS OF OFFERORS |
| AUTO | KF0003 | 52.203-11 | 01-APR-1991 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| AUTO | KA0705 | 252.209-7001 DFARS | 01-MAR-1998 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY |
| CHANGED | KF6065 | 52.203-2 | 01-APR-1985 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION |

(a) The offeror certifies that-

⁽¹⁾ The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any

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consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ______ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF6065)

CHANGED KF6043 52.204-3 01-OCT-1998 TAXPAYER IDENTIFICATION

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (d) Taxpayer Identification Number (TIN).
 - o TIN: ______.
 - o TIN has been applied for.
 - o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

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| 0 | Sole proprietorship; |
|---|---|
| 0 | Partnership; |
| 0 | Corporate entity (not tax-exempt); |
| 0 | Corporate entity (tax-exempt); |
| 0 | Government entity (Federal, State, or local); |
| 0 | Foreign government; |
| 0 | International organization per 26 CFR 1.6049-4; |

(f) Common parent.

o Other

(e) Type of organization.

| 0 | Offeror | is | not. | owned | or | controlled | by a | common | parent. | as | defined | in | paragraph | (a) | οf | this | provision. |
|---|---------|----|------|-------|----|------------|------|--------|---------|----|---------|----|-----------|-----|----|------|------------|

o Name and TIN of common parent:

| Name | | | |
|------|--|--|--|
| TIN | | | |

(End of provision)

(KF6043)

CHANGED KF6033 52.209-5 01-DEC-2001 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
 - (i) The Offeror and/or any of its Principals-
- (A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF6033)

CHANGED KF6009 52.214-16 01-APR-1984 MINIMUM BID ACCEPTANCE PERIOD

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
 - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 165 calendar days [the Contracting Officer shall insert the number of days].
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:_____ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-
 - (1) The acceptance period stated in paragraph (c) of this clause; or
 - (2) Any longer acceptance period stated in paragraph (d) of this clause.

(End of provision)

(KF6009)

CHANGED KF6035 52.215-6 01-OCT-1997 PLACE OF PERFORMANCE

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE) NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF6035)

ADDED

LF0279

LF6021

52.247-6

52.233-2

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| The offeror represents that - | | | | | | | | | |
|---|--------|-----------------------|-------------|---|--|--|--|--|--|
| (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; | | | | | | | | | |
| (b) It () has, () has not, filed all required compliance reports; and | | | | | | | | | |
| (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards. | | | | | | | | | |
| (End of provision) | | | | | | | | | |
| (KF6019) | | | | | | | | | |
| CHANGED KF6020 52.222-25 01-APR-1984 AFFIRMATIVE ACTION COMPLIANCE The offeror represents that (a) it | | | | | | | | | |
| () has developed and has on file,() has not developed and does not have on file, | | | | | | | | | |
| at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or | | | | | | | | | |
| (b) it | | | | | | | | | |
| () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. | | | | | | | | | |
| (End of provision) | | | | | | | | | |
| (KF6020) | | | | | | | | | |
| ADDED/FIL | KA6500 | 252-247.7022 DFARS | 01-AUG-1992 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA | | | | | |
| SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | | | | | | | | | |
| AUTO | LF0032 | 52.204-6 | 01-OCT-2003 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | | | | | |
| AUTO/DEL | LF0604 | 52.211-2 | 01-DEC-2003 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | | | | | |
| ADDED | LF0602 | 52.214-34 | 01-APR-1991 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | | | | | |
| ADDED | LF0603 | 52.214-35 | 01-APR-1991 | SUBMISSION OF OFFERS IN U.S. CURRENCY | | | | | |

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Procuring Contracting Officer

AMSFS-CCA-R

Rock Island, IL 61299.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

01-APR-1984 FINANCIAL STATEMENT
01-AUG-1996 SERVICE OF PROTEST

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(LF6021)

CHANGED LF6048 15.305(A)(2)(II 01-OCT-1997 PAST PERFORMANCE INFORMATION

)

Offerors shall submit the following information as part of their proposal:

- (a) A description of your government/commercial contracts received or performed during the past FIVE years prior to closing of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.
 - (1) Name of contracting activity/commercial firm
 - (2) Contract number
 - (3) Contract type (fixed price or cost reimbursable)
 - (4) Total contract value
 - (5) Description of work/NSN, Part Number, Nomenclature
 - (6) Contracting officer/contract manager and telephone
 - (7) Administrative contracting officer, if different from (6), and telephone
 - (8) A brief summary of each contract cited, addressing the following factors:
 - 1. Schedule
 - 2. Customer Satisfaction
 - 3. Compliance
 - 4. Relevence to this solicitation
 - (b) The offeror may provide information on problems encountered on the contracts identified in (a).

(End of provision)

(LF6048)

AUTO/CHANGE LM6100 52.211-4510 01-AUG-2001 PARTNERING

AMC

***The principal government representatives for this effort will be TEAM LEADER, Ammo Demil.

(End of Provision)

(LM6100)

AUTO LF7015 52.252-5 01-APR-1984 AUTHORIZED DEVIATIONS IN PROVISIONS

AUTO/CHANGE LS7100 52.212-4501 01-APR-2001 ELECTRONIC AWARD NOTICE

OSC

- 1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, http://eda.ogden.disa.mil/, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.
- 2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole

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responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website http://www.fedbizopps.gov/or the Army Single Face to industry (ASFI)/Procurement Notifications website http://acquisition.army.mil to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

| (1 | S/100) | | | | | | | | |
|-----|--|--------|----------------------|-------------|---|--|--|--|--|
| | AUTO | LS7003 | 52.214-7 LOCAL | 01-MAR-2004 | HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS | | | | |
| | AUTO | LS7010 | 52.222-1100 LOCAL | 01-FEB-2003 | 10 U.S.C. 4543 PILOT PROGRAM | | | | |
| | AUTO | LS7001 | 15.503 LOCAL | 01-FEB-2004 | DISCLOSURE OF UNIT PRICES | | | | |
| | SECTION M - EVALUATION FACTORS FOR AWARD | | | | | | | | |
| | ADDED | MF0013 | 52.217-3 | 01-APR-1984 | EVALUATION EXCLUSIVE OF OPTIONS | | | | |
| | ADDED/FIL | MF6020 | 47.305-12 | 01-JAN-1995 | TRANSPORTATION EVALUATION | | | | |